

TERMS AND CONDITIONS

This order for certified reference materials (CRMs) on the face hereof is placed in accordance with and subject to the following terms and conditions:

1. **Title** - Title to CRMs shall pass to the Buyer when such material is delivered to the carrier.

2. **Shipment and Payment** - CRMs covered by this order are packaged and shipped in accordance with U. S. Department of Energy (DOE) and U.S. Department of Transportation (DOT) dangerous goods regulations. Shipments are sent air/motor freight collect. Shipping point is FOB Argonne, IL. The New Brunswick Laboratory (NBL) reserves the right to select those approved shipping containers, carriers, and modes of shipment which fully comply with Federal regulations in effect at time of shipment. The Buyer agrees to pay the DOE shipping container fees and transport fees established in accordance with the Department Pricing Policy and in effect on date of shipment.

Payment for materials shipped shall be made promptly upon receipt of invoice from the U.S. DOE. Terms are net 30 days. The Buyer shall pay interest on all amounts not paid within 30 days from date of invoice at the U.S. Treasury's current value of funds rate as stated on the invoice.

3. **Quantities** - The NBL reserves the right to limit CRM quantities and frequency of orders.
4. **Limitation of Liability** - The Government shall not be liable for any special, indirect, incidental, or consequential damages, including but not limited to, loss of any kind whatsoever, resulting from fabrication, packaging, labeling, transportation, delay in filling the order, delay in delivery, or otherwise.
5. **Exclusion of Warranties** - The Government expressly excludes all warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose.
6. **Indemnification by Buyer** - Buyer agrees to indemnify and hold harmless the Government, and all persons acting on its behalf, from all liability to any person for injury or death of any person or damage or destruction of property arising out of this sale by the Government.

7. **Cancellation by Government** - The Department reserves the right to cancel the order (a) in the event the buyer's license (where applicable) is suspended, cancelled, or revoked pursuant to the Atomic Energy Act of 1954 or (b) when cancellation of this order is determined to be necessary to the national defense and security of the United States.
8. **No Assignment** - Neither this agreement nor any rights or interests herein shall be assigned or transferred by the buyer.
9. **Complete Agreement** - This order is the complete and exclusive statement of the terms and conditions of this agreement.
10. **Officials Not to Benefit** - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this order, or to any benefit that may arise there from; but this provision shall not be construed to extend to this order if made with a corporation for its general benefit.
11. **Disputes** - This order is subject to the Contract Disputes Act of 1978, 41 U.S.C. § 601 et seq. The provisions of 10 CFR, Part 624, are incorporated herein by reference.